

COMMONWEALTH OF MASSACHUSETTS

TOWN OF ASHLAND

CABLE TELEVISION RENEWAL LICENSE

ISSUED TO:

COMCAST OF MASSACHUSETTS/VIRGINIA, INC.

Effective Date: July 13, 2004

ARTICLE 1
DEFINITIONS

Section 1.1 - DEFINITIONS

For the purpose of this License, the following words, terms, phrases and their derivations shall have the meanings given herein, unless the context clearly requires a different meaning. When not inconsistent with the context, the masculine pronoun includes the feminine pronoun, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

Access: The right or ability of any Ashland resident and/or any persons affiliated with an Ashland institution to use designated facilities, equipment and/or channel capacity of the Ashland Cable Television System, subject to the conditions and procedures established for such use.

Access Channel: A Video Programming Channel which the Licensee makes available to the Town, without charge, for the purpose of transmitting non-commercial PEG Access Programming by the Access Corporation, members of the public, Town department and agencies, Ashland Public Schools and educational, institutional and other Ashland non-profit organizations, subject to and in accordance with 47 U.S.C. 531.

Access Corporation: The entity, designated by the Issuing Authority, from time to time, for the purpose of operating or managing the use of public, educational or governmental Access facilities and Channels on the Cable System.

Affiliate or Affiliated Person: When used in relation to any person, means another person who owns or controls, is owned or controlled by, or is under common ownership or control with, such person.

Basic Service: Any service tier distributed over the Cable Television System, which includes the retransmission of broadcast Signals, if any, required to be carried on the Basic Service pursuant to federal law.

Cable Communications Policy Act of 1984 ("CCPA" or "Cable Act"): Public Law No. 98-549, 98 Stat. 2779 (1984), amending the Communications Act of 1934, and effective on December 29, 1984, as further amended by the Cable Television Consumer Protection and Competition Act of 1992, Public Law No. 102-385 106 Stat. 1460 (1992) and the Telecommunications Act of 1996, Public Law No. 104-458, 110 Stat. 56 (1996).

Cable Service: The one-way transmission to Subscribers of Video Programming or other Programming services, together with Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other Programming services.

Cable System: A facility, consisting of a set of closed transmission paths and associated Signal generation, reception, and control equipment, that is designed to provide Cable Service including Video Programming and which is provided to multiple Subscribers within the Town.

Channel: A portion of the electromagnetic frequency spectrum, which is used in a Cable System and capable of delivering a television channel, or as otherwise defined by F.C.C. regulations.

CMR: Code of Massachusetts Regulations.

Division: The Massachusetts Cable Television Division of the Department of Telecommunications and Energy, formerly known as the Massachusetts Community Antenna Television Commission.

Downstream Channel: A Channel over which signals travel from the Cable System headend, hubsite or other location designated by the Licensee to an authorized recipient of Video Programming or to an I-Net site over the I-Net.

Drop: The coaxial cable that connects each home or building to the Cable System or Institutional Network.

Educational Access: A specific channel(s) on the Cable System made available by Licensee to the Issuing Authority and for use by the Ashland School Department or its designee (s), educational organizations or educators and institutions in the Town of Ashland, as designated by the Ashland School Department, and programmed by the Access Corporation and/or the Ashland School Department the presentations of non-commercial educational Access Programming or information as determined by the Access Corporation and/or the Ashland School Department, and in accordance with 47 U.S.C. 531 and the terms hereof.

Effective Date: July 13, 2004.

FCC: The Federal Communications Commission, or any successor agency.

Government Access: A specific channel(s) on the Cable System made available by Licensee to the Issuing Authority and for use by the Issuing Authority or their designee(s) for the presentation of non-commercial Access Programming or information as determined by the Issuing Authority, and in accordance with 47 United States Code 531 and the terms hereof.

Gross Annual Revenues or Gross Revenues: Revenue derived by Licensee from the operation of

the Cable System for the provision of Cable Service(s) over the Cable System, including without limitation, Basic Service monthly fees; all other Cable Service fees; installation, reconnection, downgrade, upgrade and any similar fees and/or charges; all Commercial Subscriber revenues; fees paid for channels designated for commercial use; Converter, remote control and other equipment rentals, leases and/or sales that relate to the transmission of Cable Service. In the event that an Affiliate is responsible for advertising, advertising revenues shall be deemed to be the pro-rata portion of advertising revenues, paid to the Cable System by an Affiliate for said Affiliate's use of the Cable System for the carriage of advertising. Gross Annual Revenues shall also include the gross annual revenues of any other Person which is derived directly or indirectly from or in connection with the operation of the Cable System to the extent that said revenue is derived, through a means which has the effect of avoiding payment of franchise fees to the Town that would otherwise be paid herein. It is the intention of the parties hereto that Gross Annual Revenues shall only include such consideration of Affiliates and/or Persons relating to Signal carriage over the Cable System and not the gross revenues of any such Affiliates and/or Persons itself, where unrelated to such Signal carriage. Gross Annual Revenues shall not include 1) the revenue of any Person, including, without limitation, a supplier of programming to the Licensee, to the extent that said revenue is also included in the Gross Annual Revenue of the Licensee, 2) actual bad debt that is written off, consistent with Generally Accepted Accounting principles; provided, however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in Gross Annual Revenues in the period so collected 3) any taxes imposed by law on any Subscriber by the State, Town or other governmental unit that the Licensee is obligated to collect on behalf of said governmental unit (however, Franchise Fees, License Fees, PEG Access fees and state and federal fees paid pursuant to this Renewal License are not taxes.)

Institutional Network or I-Net: The existing cable owned and operated by the Licensee consisting of upstream channels and downstream channels for the use of the Issuing Authority, its designee(s), Town and/or Public School departments, the Access Corporation and/or Licensee which connect a number of Town buildings and Ashland Public Schools in accordance with this License.

Issuing Authority: The Board of Selectmen of the Town of Ashland, Massachusetts.

Licensee: Comcast of Massachusetts/Virginia, Inc, or any successor in interest assignee or transferee.

M.G.L.: Massachusetts General Law

Multichannel Video Programming Distributor: An entity engaged in the business of making available for purchase, by Subscribers or customers, multiple channels of video programming.

Outlet: An interior receptacle, generally mounted in a wall, which connects a Subscriber's or User's television set to the Cable System. Outlet when used in the context of an I-Net Outlet means an interior receptacle, generally mounted in a wall, which allows connection of end User equipment to the I-Net.

Pay Cable or Premium Cable Services: Programming delivered for a fee or charge to Subscriber on a per-channel basis or group of channels basis.

Programming or Video Programming: Programming provided by, or generally considered comparable to, Programming provided by a television broadcast station.

Public Access: Any specific channel(s) made available by Licensee to the Issuing Authority on the Cable System for the programming and presentation of non-commercial Programming and/or information in accordance with 47 U.S.C. 531 and the terms hereof.

Public Ways: The surface of, as well as the spaces above and below, any and all public streets, avenues, alleys, highways, boulevards, concourses, driveways, bridges, tunnels, parkways, bulkheads and easements which have been dedicated for compatible uses, and public grounds and all other publicly owned real property within or belonging to the Town, now or hereafter existing. Reference herein to "Public Way" shall not be construed to be a representation, warranty, covenant

or guarantee by the Town that its property rights are sufficient to permit its use of such Public Ways for any particular purpose or that the Licensee shall gain or be permitted to exercise any rights to use any such Public Ways greater than those already possessed by the Town.

Renewal License or License: The non-exclusive license granted to the Licensee by this instrument.

Signal: Any transmission of electromagnetic or optical energy, which carries Programming from one location to another.

Subscriber Network: A network owned and operated by Licensee over which Signals can be transmitted to Subscribers.

Town: The Town of Ashland, Massachusetts.

U.S.C.: United States Code.

Upstream Channel: A channel over which Signals from an authorized location travel to the Cable System headend, hubsite or other location designated by the Licensee.

User: A person utilizing the Cable System including all related facilities for purposes of production and/or transmission of electronic or other Signals as opposed to utilization solely as a Subscriber.

ARTICLE 2

GRANT AND TERM OF LICENSE

Section 2.1 - GRANT OF LICENSE

Pursuant to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts and the Cable Act, and subject to the terms and conditions set forth herein, the Board of Selectmen, as the Issuing Authority of the Town, hereby grants a non-exclusive cable television renewal license to Licensee, authorizing and permitting Licensee to construct, upgrade, install, operate and maintain a Cable System within the corporate limits of the Town of Ashland.

Section 2.2 - APPLICABLE LAW

This Renewal License is granted under, in compliance with and subject to Chapter 166A of the General Laws and all other applicable general laws and acts of the Legislature, and in compliance and subject to all applicable federal law, including, but not limited to, all rules of the Federal Communications Commission ("FCC"), as amended, and in compliance with and subject to all other lawful municipal, state and federal rules and regulations in force and effect during the period for which this License is granted. This License is subject to all rules and regulations of the Massachusetts Cable Television Division. Any reference herein to federal, State and lawful Town Laws and by-laws, whether statutory or regulatory, shall be deemed to encompass the present terms thereof as amended from time to time during the license term.

Section 2.3 - TERM OF RENEWAL LICENSE

The term of this non-exclusive Renewal License shall be for a period of ten years and shall commence on July 13, 2004, following the expiration of the current license, and shall terminate at midnight on July 12, 2014, unless sooner terminated as provided herein.

Section 2.4 - TRANSFER AND ASSIGNMENT OF RENEWAL LICENSE

(a) To the extent required by federal law and by G.L.c. 166A, Section 7, and the regulations of the Division promulgated thereunder (207 CMR 4.00 et seq.), this License or control thereof shall not be transferred, assigned or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any person, company or other entity holding such License to any other person, company or other entity, without the prior written consent of the Issuing Authority, which consent shall not be unreasonably or arbitrarily withheld. Such consent shall be given only after a public hearing upon a written application and forms therefor as provided by the Division and on FCC or other applicable forms. The application for transfer consent shall be signed by Licensee and by the proposed transferee or assignee.

(b) Any transfer or assignment of license shall, by its terms, be expressly subject to the terms and conditions of this Renewal License and obligations, if any, arising from the award of this Renewal License. Any transferee or assignee of this Renewal License shall be subject to the terms and conditions contained in this Renewal License.

(c) Upon written request, Licensee shall provide additional copies of transfer application not to exceed four (4) copies.

Section 2.5 - NON-EXCLUSIVITY OF LICENSE

(a) This Renewal License shall not affect the right of the Issuing Authority to grant to any other Person a license or right to occupy or use the Public Ways, or portions thereof, for the construction, upgrade, installation, operation or maintenance of a Cable System within the Town of Ashland; or the right of the Issuing Authority to permit the use of the Public Ways and places of the Town for any purpose(s) whatsoever. The Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses, in accordance with applicable law.

(b) The grant of any additional cable television license(s) and Renewal License(s) shall not be on terms more favorable or less burdensome than those contained in this Renewal License.

(i) In the event that the Licensee believes that any additional cable television license(s) have been granted, from and after the execution date hereof, on terms and conditions more favorable or less

burdensome than those contained in this Renewal License, the Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue. The Issuing Authority shall convene said hearing within sixty (60) days of such request, unless otherwise agreed to by the Issuing Authority and the Licensee. Along with said written request, the Licensee shall provide the Issuing Authority with written reasons for its belief. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to demonstrate that any such additional cable television license(s) and Renewal License(s) are on terms more favorable or less burdensome than those contained in this Renewal License. The Licensee shall provide the Issuing Authority with such financial or other relevant information as is requested to justify its belief.

(ii) Should the Licensee demonstrate and the Issuing Authority reasonably finds that any such additional cable television license(s) have been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal License, the Issuing Authority shall enter into good faith negotiations with the Licensee to arrive at equitable amendments to this Renewal License.

(iii) In the event that the Licensee demonstrates that any existing cable television operators in the Town have been provided relief by the Issuing Authority from any material obligation of its cable television license, then the Licensee may request an equivalent amount of relief from obligations herein. The Issuing Authority must agree in writing to any such request, which request the Issuing Authority shall consider and negotiate in good faith, and which shall be in the form of a written amendment to this Renewal License. To obtain such relief, the Licensee shall request, in writing, that the Issuing Authority convene a public hearing on that issue. The Issuing Authority shall convene said hearing within sixty (60) days of such request, unless otherwise agreed to by the Issuing Authority and the Licensee. Along with said written request, the Licensee shall provide the Issuing Authority with written reasons for its belief. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to demonstrate that any existing cable television operators in the Town have been provided relief by the Issuing Authority from any material obligation of its cable television license. The Licensee shall provide the Issuing Authority with such financial or other relevant information as is requested to justify its belief; provided, however, that the parties' counsels mutually and reasonably deem said information is non-proprietary.

(c) The issuance of additional license(s) shall be subject to applicable federal law(s), and M.G.L. Chapter 166A and applicable regulations promulgated thereunder.

(d) In the event that a Multichannel Video Programming Provider, which is not in any way an Affiliate of the Licensee and hereafter provides Programming to residents of the Town, and is not required by applicable law to be licensed by the Issuing Authority, and to the extent that the Licensee reports to the Issuing Authority, in writing, that the providing of such Programming of such Multichannel Video Programming Provider is having a substantial negative impact upon the financial viability of the Licensee's Cable System in the Town, the Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue.

(i) Along with said written request, the Licensee shall provide the Issuing Authority with a written basis and written reasons for its determination of such substantial negative impact. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to present the basis and the reasons for its determination. The Licensee shall provide the Issuing Authority with such financial and other relevant information as is reasonably requested, subject to said information not being proprietary as reasonably and mutually determined Licensee's counsel and the Town's counsel.

(ii) Should the Licensee demonstrate and the Issuing Authority reasonably finds that the Programming of such Multichannel Video Programming Provider is having a substantial negative impact upon the financial viability of the Licensee's Cable System in the Town, the Issuing Authority shall negotiate, in good faith, equitable amendments to this Renewal License.

Section 2.6 - POLICE AND REGULATORY POWERS

By executing this License, Licensee acknowledges that its rights are subject to the lawful powers of the Town to adopt and enforce by-laws of general applicability necessary to the safety and welfare of the public; provided, however that such by-laws are of general applicability and not specific to this cable license, cable system or to cable operators only. Licensee shall comply with all applicable laws and lawful by-laws, of general applicability, enacted by the Issuing Authority pursuant to any such powers.

Section 2.7 - REMOVAL OR ABANDONMENT

The parties shall comply with MGL 166A, Section 5(f) and 47 U.S.C. 547, with respect to removal or abandonment of the Cable System.

ARTICLE 3
SYSTEM DESIGN, CONSTRUCTION AND OPERATION

Section 3.1 - AREA TO BE SERVED [SEE G.L.c. 166A, Section 3(a)]

(a) Subject to Section 3.3 below, the area to be served shall be the entire Town of Ashland. Service shall continue to be provided to every dwelling occupied by a person requesting Cable Service, subject to Section 3.3 below and/or provided that the Licensee is able to obtain from property owners any necessary easements and/or permits in accordance with Section 621(a)(2) of the Federal Cable Communications Act of 1984 and said service shall be non-discriminatory.

(b) Provided Licensee has at least ninety (90) days prior notice concerning the opening of residential subdivision trenching, or of the installation of conduit for the location of utilities, it shall install its cable in such trenching or conduits or may seek permission to utilize alternative trenching or conduits within a comparable time frame, subject to Section 3.3 below. If a substantial quantity of trunk, feeder line and/or distribution cable is required for a large subdivision and said cable is not in stock, the Licensee shall be allowed additional time for said installation. The Issuing Authority, or its designee, shall exercise reasonable efforts to have the Planning Board and developers give timely notice of trenching and underground construction to the Licensee.

(c) Notwithstanding 3.1(a) above, with respect to areas of the Town which are currently served by Licensee from a contiguous Cable System; or currently un-served, if any, and are areas contiguous with abutting towns served by Licensee, Licensee shall have the option to serve such homes from Licensee's Cable Systems in contiguous Towns.

Section 3.2 - SUBSCRIBER NETWORK

(a) The Licensee shall continue to maintain and operate and make available to all residents of the Town, subject to Section 3.3, a minimum seven hundred fifty Megahertz (750 MHz) Cable

System fully capable of carrying at least seventy-eight (78) channels of Video Programming to Ashland Subscribers.

Section 3.3 - SERVICE TO RESIDENTIAL DWELLINGS: STANDARD DROP

The Licensee shall make its Cable Service available to every residential (non-commercial) dwelling unit in the service area in the Town. Any dwelling unit within one hundred twenty-five feet (125 ft.) of the cable plant for an aerial drop, or one hundred (100) feet for an underground drop, shall be entitled to a standard installation rate; provided however, pursuant to applicable law, Licensee may reasonably charge Subscribers for nonstandard and customized installations, including a reasonable rate of return. Upon request, Subscribers shall be provided an itemized cost estimate for the same prior to acceptance of the terms for such non-standard or customized drop. For purposes of the foregoing, an underground installation shall be considered non-standard if such installation involves boring under a hard (concrete, asphalt, etc.) surface or flower bedding, or boring through rock and/or boring under sidewalks, street or other paved surfaces. For Drop installations in excess of 125 feet aerial or 100 feet underground not involving boring under a hard (concrete, asphalt, etc.) surface or flower bedding, or boring through rock and/or boring under sidewalks, street or other paved surfaces, the first 125 feet or 100 feet, which ever is applicable as a standard installation, shall be at the standard installation rate.

Section 3.4 - SERVICE TO PUBLIC BUILDINGS AND SCHOOLS

(a) The Licensee shall continue to provide and maintain the Subscriber Cable Drop(s) existing as of the License Effective Date and provide the monthly Basic Service to those Ashland Public Schools and municipal owned buildings listed in **Schedule 5.4**, attached hereto and made a part hereof. In addition to the above, License shall continue to provide and maintain the existing Outlet in each classroom or municipal owned building, at no charge to the Town and Ashland Public Schools in accordance with MGL 166A, Section 5(e); provided, however, the Town and/or Ashland Public Schools shall be responsible for all interior wiring and Outlets not provided by the Licensee.

(b) The Licensee shall provide one (1) standard Subscriber Cable Drop, consistent with Section 3.3 above, one (1) Outlet or interior demarcation point and the monthly Basic Service to new Ashland Public Schools or municipal owned buildings, at no charge to the Town and Ashland Public schools; provided, however that said public school(s) and municipal owned buildings are along the Subscriber Network Trunk, Feeder Line and Distribution System route. In such instances, the Licensee shall install such Drop(s) and/or Outlet(s) or interior demarcation point(s) within one hundred twenty (120) days of a written request(s) from the Issuing Authority for aerial Drop(s) and within one hundred eighty (180) days (weather permitting) of any such requests from the Issuing Authority for underground Drop(s). Customized or non-standard demarcation point and/or Outlet installations shall be the sole responsibility of the Town and/or Ashland Public School Department (School Department). With the respect to the foregoing, the location of said outlet or interior demarcation point shall be discussed by the Licensee and the Town or School Department prior to the installation.

(c) The Licensee shall provide one (1) Converter, if necessary for reception, in each town-owned building listed in **Schedule 5.4**, without charge to the Town or School Department. The Licensee shall maintain such Converters for normal wear and tear, at no charge to the Town or School Department; provided, however, that the Town and/or the School Department shall be responsible for repairs and/or replacement necessitated by any acts of vandalism, theft or other extraordinary circumstances.

(d) No later than 90 days after the License Effective Date, the Licensee shall provide a payment of \$3,000.00 to the Issuing Authority for purposes of installing internal wiring at the newly renovated Town Hall and Main Public Library. Said installation of internal wiring shall be to connect Licensee's demarcation points and/or Outlets provided pursuant to Sections 3.4(b) and 5.3(b) herein within the newly renovated Town Hall and Main Public Library. Said payment shall be under the sole direction of the Issuing Authority and not paid into the Town's general fund, but payable into a restricted municipal account for the foregoing purposes

Section 3.5 - TREE TRIMMING

In the installation, maintenance, operation and repair of the cables, wires and all appliances or equipment of the Cable System, the Licensee shall avoid unnecessary damage to trees whether on public or private property in the Town. The Licensee shall be subject to M.G.L. Chapter 87 and shall comply with all rules established by the Issuing Authority or its designees during the term of

this Renewal License. All tree or root trimming or pruning provided for herein shall be done pursuant to the applicable regulations of the Town

Section 3.6 - UNDERGROUND WIRING OF UTILITIES

(a) Upon the Execution Date of this Renewal License, in the areas of the Town in which telephone lines and electric utility lines are currently, or in the future specified to be, underground, all of the Licensee's lines, cables and wires shall be underground. At such time as these facilities are placed underground by the telephone and electric utility companies the Licensee shall likewise place its facilities underground at no cost to the Town.

(b) If applicable under Section 3.4(a) supra, underground cable lines shall be placed beneath the pavement sub-grade in compliance with applicable Town by-laws, rules, regulations and/or standards. It is the policy of the Town that existing poles for electric and communication purposes be utilized wherever possible and that underground installation is preferable to the placement of additional poles. Licensee shall comply with all applicable state laws and regulations concerning Massachusetts "DIG-SAFE" requirements and may adjust rates relative to underground relocation in accordance with applicable law.

Section 3.7 - PEDESTALS AND OTHER DEVICES

Placement of vaults, pedestals or other devices to be utilized in the Public Ways or within the Town public layout shall be in accordance with applicable by-laws or lawful regulations of the Town Highway Department or applicable department, board or agency, subject to applicable State and federal law. Licensee shall use best efforts to utilize vaults, pedestals and other ground devices designed to be as flush with ground as practicable and designed to be aesthetic, concealed and unobtrusive.

Section 3.8 - PRIVATE PROPERTY

Licensee shall be subject to all laws regarding private property in the course of constructing, upgrading, installing, operating and maintaining the Cable System in the Town. Licensee shall

promptly repair or replace all private property, real and personal, damaged or destroyed as a result of the construction, upgrade, installation, operation or maintenance of the Cable System.

Section 3.9 - RESTORATION TO PRIOR CONDITION

Whenever the Licensee takes up or disturbs any pavement, sidewalk or other improvement of any Public Way or public place, the same shall be replaced and the surface restored in as good condition as possible before entry as soon as practicable. If the Licensee fails to make such restoration within a reasonable time, the Issuing Authority may fix a reasonable time and notify the Licensee in writing of the restoration and repairs required and the time fixed for performance thereof. Upon failure of the Licensee to comply within the time specified period, the Issuing Authority may cause proper restoration and repairs to be made and the reasonable expense of such work, as itemized, shall be paid by the Licensee upon demand by the Issuing Authority.

Section 3.10 - COOPERATION WITH BUILDING MOVERS

The Licensee shall, upon thirty (30) days request of any person holding an appropriate permit issued by the Town, temporarily raise or lower its lines to permit the moving of any building or other structure, subject to and in accordance with applicable law. The expense of such raising or lowering shall be in accordance with applicable law.

Section 3.11 - RELOCATION OF FACILITIES

The Licensee shall protect, support, temporarily disconnect, relocate in the same street or other Public Ways, any of its property as required by the Issuing Authority or its designee(s) by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any Town department acting in a governmental capacity.

Section 3.12 - SERVICE INTERRUPTION

Except where there exists an emergency situation necessitating a more expeditious procedure or as required by applicable law and EAS Notification and/or tests, the Licensee may interrupt Cable Service for the purpose of repairing, upgrading or testing the Cable System only and, if practicable, only after forty-eight (48) hours notice to affected Subscribers.

Section 3.13 - CONSTRUCTION AND MAINTENANCE STANDARDS

(a) The Licensee shall construct and operate a Cable System and render service to Subscribers consistent with all applicable regulations during the term of this License. The construction, maintenance and operation of the Cable System for which this License is granted shall therefore be in conformance with, among other things, the applicable provisions of the National and Massachusetts Electrical Codes, the National Electrical Safety Code, the National Television Standards Code and the rules and regulations of the Occupational Safety and Health Administration (OSHA), the Massachusetts Cable Television Division and the FCC. Upon written request of the Issuing Authority, copies of any technical performance tests that may be required under FCC rules and regulations shall be submitted to the Town.

(b) All structures, lines, equipment, and connections in, over, under, and upon streets, sidewalks, alleys, and Public Ways and places of the Town, wherever situated or located, shall at all times be kept and maintained in a safe condition and in good order and repair.

Section 3.14 - RIGHT OF INSPECTION

The Issuing Authority or its designee(s) shall have the right to inspect Cable System construction, installation and/or upgrade work performed within the Town subject to the provisions of this License to ensure compliance with the terms and conditions of this License and all other applicable law. Any such inspection shall be conducted at reasonable times upon reasonable notice to Licensee. Any inspection of the Cable System (not including inspection of Public Ways)

conducted by the Town shall be at the sole cost and expense of the Town, and shall have prior written approval of the Licensee. Unless otherwise mutually agreed upon, the Town shall provide at least twenty-one (21) days written notice of its intention to conduct any testing. Any test conducted by the Town shall be at the sole cost and expense of the Town, and shall have prior written approval of the Licensee. The Licensee shall be afforded the opportunity to be present during all such testing, except that inspection by observation only of cable wires in plain view on a Public Way shall not require any such notice. Licensee shall have the right to be present at any such inspection. Any such inspection shall not interfere with the Licensee's operations.

Section 3.15 - EMERGENCY REMOVAL OF PLANT

If, at any time, in case of fire or disaster in the Town, it shall become necessary in the reasonable judgment of the Issuing Authority or its designee, to cut or move any of the wires, cables, amplifiers, appliances or appurtenances of the Cable System, the Issuing Authority's designee shall have the right to do so at no charge to the Town. Licensee shall be eligible, where applicable, for reimbursement under any applicable government program providing for reimbursement.

Section 3.16 - EMERGENCY ALERT

The Licensee shall provide an emergency audio override alert system which system shall be in accordance with applicable FCC and FEMA emergency alert rules.

ARTICLE 4
RATES AND PROGRAMMING

Section 4.1 - INITIAL RATES

(a) The initial rates for all programming, installation and equipment, which are in effect on the Effective Date of this License, are listed in **Schedule 4.1** attached hereto. These rates are provided for informational purposes only and are subject to change at Licensee's sole discretion pursuant to applicable law.

(b) The Issuing Authority acknowledges that under the 1992 Cable Television Consumer Protection Act, as may be amended from time to time, certain costs of public, education and governmental access (PEG Access) and other franchise costs may be passed through to Subscribers, in accordance with federal law.

Section 4.2 - RATE RE-REGULATION

The Issuing Authority reserves the right to regulate rates for Cable Service to the extent such regulation is allowed at this time, or hereafter, under the applicable federal and state law.

Section 4.3 - LEASED ACCESS

Pursuant to the Cable Act, 47 U.S.C. 532 (b) (iii) (B), Licensee will make available channel capacity for commercial use by persons unaffiliated with Licensee.

Section 4.4 - STEREO TV TRANSMISSIONS

The Licensee shall transmit all of its Signals to Ashland Subscribers in stereo, provided that such Signals are furnished to the Licensee in stereo.

Section 4.5 - CHANNEL LINEUP

In accordance with applicable law, Licensee shall notify the Issuing Authority and all affected subscribers, at least thirty (30) days prior to implementing a substantial change in the number or type of programming services. Said notice shall include at a minimum a description of the old and the new programming services.

Section 4.6 - REMOTE CONTROLS AND CONVERTERS

Licensee shall allow Subscribers to purchase remote control devices and converters, which are compatible with the converter installed by the Licensee, if any, and allow the use of remotes. The Licensee takes no responsibility for changes in its equipment or services that might render inoperable the remote control devices acquired by Subscribers.

ARTICLE 5
PUBLIC ACCESS
AND
INSTITUTIONAL NETWORK

Section 5.1 – ACCESS CORPORATION

(a) Any references herein to Access Corporation shall mean either the Access Corporation or such other lawful Access Designee, as determined by the Issuing Authority, who shall assume responsibility for the provision of Public, Educational and Governmental (“PEG”) Access programming, facilities staffing, operations, equipment and other related expenses for the residents of the Town, pursuant to the provisions of Article 5 herein. Licensee shall have no further obligations with respect to programming, facilities staffing, operations, equipment and other related expenses for the residents of the Town, including the maintenance and/or operation of a PEG Access facility and related equipment in the Town of Ashland, except as otherwise explicitly provided for herein.

(b) On or before each March 15th, June 15th, September 15th and December 15th during this Renewal License, the Licensee shall provide to the Issuing Authority’s designated Access Corporation quarterly PEG Access payments equal to five percent (5%) of Licensee’s Gross Annual Revenues less applicable fees paid under M.G.L. 166A section 9. Said payments shall be provided for funding Ashland PEG Access programming, facilities, staff, operations, equipment and other related expenses, for the residents of Ashland, pursuant to the provisions of Article 5 herein. The first payment pursuant to this section shall be made on or before December 15, 2004 based on the Licensee’s Gross Annual Revenues for the period of July 13, 2004 through October 31, 2004. The second payment pursuant to the section shall be made on or before March 15, 2005 based on the Licensee’s Gross Annual Revenues for the period of November 1, 2004 through January 30, 2005. The third payment pursuant to the section shall be made on or before June 15,

2005 based on the Licensee's Gross Annual Revenues for the period of February 1, 2005 through April 30, 2005. The fourth payment pursuant to the section shall be made on or before September 15, 2005 based on the Licensee's Gross Annual Revenues for the period of May 1, 2005 through July 31, 2005. Thereafter, during this Renewal License term quarterly payments pursuant to this section shall be made on the above dates, based on the Licensee's Gross Annual Revenues for the requisite accounting period as indicated above. The final payment pursuant to this section shall be made on September 15, 2014 based on the Licensee's Gross Annual Revenues for the period beginning May 1, 2014 through July 12, 2014.

(c) To further support PEG Access Programming, Licensee shall make the following payments totaling two hundred fifty thousand dollars (\$250,000.00), which shall be used for PEG Access production and associated equipment, facilities and/or related expenditures, including educational access production and related equipment, facilities and/or related expenditures. Said funds shall be allocated as follows:

- 1) No later than ninety (90) days from the effective date, Licensee shall provide a payment to the Issuing Authority's designated Access Corporation of two hundred thousand dollars (\$200,000.00).
- 2) On or before the fourth anniversary of the Renewal License Effective date Licensee shall provide a payment to the Issuing Authority's designated Access Corporation of twenty-five thousand dollars (\$25,000.00)
- 3) On or before the seventh anniversary of the Renewal License Effective date Licensee shall provide a payment to the Issuing Authority's designated Access Corporation of twenty-five thousand dollars (\$25,000.00).

The Access Corporation shall own PEG Access production and related equipment purchased with funds provided pursuant to Section 5.1(c). Licensee shall have no obligation to maintain, repair, insure or replace said equipment.

(d) In the event that the payments required under Sections 5.1(b) and 5.1(c) above are not tendered on or before the dates fixed, interest due on such fee shall accrue ten (10) business days from the date due at the rate of two percent (2%) above the prime rate. Any payments pursuant to this section shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the Renewal License pursuant to §622(g)(2)(D) of the Cable Act.

(e) The Access Corporation shall continue to provide services in a manner consistent with its articles of incorporation to Ashland PEG Access Users and the Town including, but not limited to, as follows:

- (1) Schedule, operate and program the PEG Access Channel(s) provided in accordance with Section 5.2 (*PEG Access Channels*) herein;
- (2) Increase Ashland Public School educational uses of the studio;
- (3) Manage the annual funding, pursuant to Section 5.1(b);
- (4) Purchase and/or lease and maintain production and related equipment, with the funds allocated for such purposes in Section 5.1(c) (*Studio Equipment Funding*) herein;
- (5) Conduct training programs in the skills necessary to produce PEG Access Programming;
- (6) Provide technical assistance and production services to PEG Access Users;
- (7) Establish rules, procedures and guidelines for use of the PEG Access Channels;
- (8) Provide publicity, fundraising, outreach, referral and other support services to PEG Access Users;
- (9) Assist Users in the production of PEG Programming of interest to Subscribers and focusing on Town issues, events and activities; and
- (10) Accomplish such other tasks relating to the operation, scheduling and/or management of the PEG Access Channels, facilities and equipment as appropriate and necessary.

(f) On July 12, 2004, Licensee shall transfer title, as is, of any existing PEG Access and Local Origination production and related equipment located within the Town and owned by

Licensee and listed in **Schedule 5.1(e) (“Equipment”)**, all as provided the day prior to the Effective Date of this Renewal License, to the Access Corporation.

(g) Subject to any limitations of warranties and availability of manuals, manufacturer’s warranties and existing manuals that Licensee has with respect to existing studio equipment transferred to the Access Corporation, shall be provided to the Access Corporation.

(h) The Licensee shall file with each payment, pursuant to Section 5.1(b), a statement certified by an authorized financial representative of the Licensee documenting, in reasonable detail, the total of all Gross Annual Revenues of the Licensee during said payment reporting period. Tender or acceptance of any payment required pursuant to Section 5.1 of this Renewal License shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the Issuing Authority may have for additional sums on behalf of the Access Corporation. All amounts paid shall be subject to audit and recomputation by the Town, which shall occur no later than one (1) year after such payment was tendered. If the Issuing Authority reasonably believes that any such payment are incorrect, following written notice of such belief from the Issuing Authority, the Licensee shall have twenty-one (21) days to provide the Town with additional information documenting and verifying the accuracy of any such payment. In the event that the Issuing Authority does not reasonably believe that such documentation supports the accuracy of such payment, the Issuing Authority may conduct an audit of such payment. If, after such audit and recomputation an additional fee is owed to the Town, such fee shall be paid within thirty (30) days after such audit and recomputation. Said audit shall be at the sole cost and expense of the Issuing Authority.

Section 5.2 – PEG ACCESS CHANNELS

(a) During the term of this Renewal License, the Licensee shall provide three (3) Subscriber Network Downstream Channels for non-commercial PEG Access Programming use. Said Channels shall be used and programmed for Ashland Public, Educational and Governmental

Access. One such Channel shall be designated as an Educational Access Channel under the joint control of the Ashland School Department and the Access Corporation. The other such Channels shall be designated as a Public Access Channel and a Government Access Channel under the joint control of the Issuing Authority and the Access Corporation.

(b) The Licensee shall not charge residents of the Town, educational authorities, organizations serving the Town or local governmental entities for use of the PEG Access Channels, except that Licensee reserves the right to pass through such costs to Subscribers in accordance with applicable law.

(c) The Issuing Authority, or its designee, the Ashland School Department and/or Access Corporation shall be able to cablecast PEG Access Programming from the Access Corporation studio and other I-Net sites, as listed in **Schedule 5.4**. Said PEG Access cablecasting shall be transmitted on an I-Net Upstream Channel then switched by Licensee to a Subscriber Network PEG Access Channel, consistent with Section 5.3(a) *infra*. Licensee shall be responsible for said switching at its headend, hubsite or other location at the sole discretion of the Licensee. All other PEG Access Programming switching occurring at the origination sites, including the Access Corporation studio, shall be the responsibility of the Issuing Authority or its designee, and/or the Access Corporation.

(d) Licensee shall be responsible for the signal quality of such PEG Access Subscriber Network Channels and I-Net Channels, in accordance with the FCC Technical Standards, notwithstanding the fact that Licensee is not responsible for the production quality of public, educational and governmental access productions. Licensee shall upon written request, by the Issuing Authority, provide copies of F.C.C. signal quality proofs of performance, subject to 47 CFR 76.601.

(e) The funding required herein for PEG Access Programming is subject to the provision that all PEG Access Programming produced in the Town with said funding shall be cablecast exclusively on one of the PEG Access Channels on the Licensee's Cable System in the Town. Nothing herein shall prohibit the Access Corporation or Access producers from providing its or

their PEG Access Programming to another PEG Access or non-commercial entity in another municipality.

Section 5.3 INSTITUTIONAL NETWORK (“I-NET”)

(a) Licensee shall continue to maintain, operate and own the existing Institutional Network (“I-Net”) including the Drops and Outlets at each location identified in **Schedule 5.4**. Said I-Net shall be capable of providing eighteen (18) channels in the upstream direction and thirty (30) channels in the downstream direction. The I-Net will continue to be capable of transmitting video, audio and non-commercial, municipal data subject to the limitations discussed under this subsection. Said I-Net capability shall be available at designated locations listed in **Schedule 5.4** subject to the following limitations on Licensee’s responsibility for I-Net data. The parties acknowledge the Issuing Authority may continue to use the existing I-Net for non-commercial, municipal data purposes that are in actual use as of the day prior to the License Effective Date, and for purposes substantially similar to the foregoing if such substantially similar purposes are compatible with the existing I-Net’s design, capabilities and/or capacity, however, Licensee shall have no responsibility for maintenance of the I-Net for data use, except to the extent as provided by Licensee for said capabilities actually in use prior to the Effective Date of this Renewal License.

(b) The Licensee shall maintain the I-Net Drops and Outlets identified in **Schedule 5.4** or as provided pursuant to this paragraph, at no charge to the Town; provided, however, Licensee shall not be responsible for any capital costs related to I-Net extensions, Drops, in-building wiring and/or Outlets when such I-Net extensions, Drops, in-building wiring and/or Outlets have been provided or funded by the Town, its departments or the Access Corporation. Any additional I-Net Drops in excess of the locations listed in **Schedule 5.4** shall be installed by the Licensee subject to payment by the Town of Licensee’s actual costs for time and materials plus a reasonable rate of return, in accordance with applicable law. The Licensee and the Issuing Authority, or its designee, shall jointly determine the locations of new I-Net Drops.

(c) Unless otherwise provided herein, the Town and its designated I-Net users shall be solely responsible for any and all end-user equipment including but not limited to, modems, routers, bridges, modulators, demodulators and associated computer and video production equipment, except such modulators and demodulators located at the headend or hubsite or as otherwise provided herein.

(d) The Licensee shall ensure that the Access Corporation's modulated PEG Access Programming Signals are properly balanced and/or adjusted during the term of this Renewal License, at the sole cost of the Access Corporation. The Licensee may charge the Access Corporation for such modulator signal balancing, modulator adjustment and related costs at market rates. The Issuing Authority and its designee(s) understands that it shall not adjust the setting(s) or calibrate any modulators.

(e) The Licensee shall be responsible for any headend, I-Net hubsite or other equipment necessary to make the I-Net function in the transmission of audio and video Signals, including responsibility for the underlying I-Net or distribution cables, Drops, Outlets and amplifiers and line extenders. The Licensee shall only be responsible for headend and/or hubsite equipment to enable the I-Net to interact with the Subscriber Network such that I-Net PEG Access video and audio transmissions may be transmitted upstream to the headend or hubsite via an I-Net Channel and downstream on a Subscriber Network PEG Access Channel. All other I-Net equipment that is not underlying I-Net distribution equipment and plant, including equipment necessary to transmit I-Net building to I-Net building audio and video Signals and electronic bulletin board equipment, shall be the sole responsibility of the Access Corporation, Issuing Authority, Ashland Public Schools, and/or their designee(s). Notwithstanding the foregoing, Licensee shall not be responsible for any non-underlying I-Net distribution equipment and plant on the I-Net for the Town's transmission of municipal data, pursuant to Section 5.3(a).

(f) The Town may not lease out any portion of the I-Net to any third party or allow the I-Net to be used by a third party for commercial and/or non-municipal purposes or uses.

(g) The Town and Access Corporation shall have the right to use the I-Net as provided herein, at no charge to the Town or to the Access Corporation.

(h) Licensee shall maintain I-Net video/audio signal quality as prescribed by FCC Rules and Regulations, Part 76, Subpart K with maintenance as reasonably needed.

(i) Licensee shall reasonably determine and assign the transmit and receive frequencies for all I-Net users subject to reasonable consultation with the users regarding changes, if any, to the foregoing. Licensee shall determine and design the correct signal strength levels necessary at each location's I-Net Outlet and/or demarcation point.

(j) In the event an existing I-Net location undergoes renovation or reconstruction, the I-Net Drop(s) to said location(s) shall be re-installed by Licensee at the sole cost and expense of the Town.

(k) Within 180 days from the License Effective Date, Licensee shall pay to the Town a one-time technology payment of thirty-four thousand dollars (\$34,000.00). Said payment shall be under the joint direction of the Issuing Authority and the School Department for the expressed purpose of extending the existing Licensee owned I-Net to the future Ashland High School. Any funds remaining after said Licensee owned I-Net extension is completed may be expended to maintain existing I-Net equipment, purchase I-Net equipment or other technology related equipment and services. Said fund shall not be paid into the Town's general fund, but deposited into a restricted municipal account for the foregoing purposes.

ARTICLE 6
SUBSCRIBER RIGHTS AND CONSUMER PROTECTION

Section 6.1 - CUSTOMER SERVICE

The Licensee shall maintain a toll-free publicly listed telephone number for the general purpose of servicing customer needs including receiving and resolving complaints, including without limitation, those regarding service, equipment malfunctions or billing and collection disputes. During the term of this Renewal License, the Licensee shall provide a walk-in, customer service office within the Town or in any town contiguous to Ashland, for the purpose of receiving customer inquiries and complaints including without limitation those regarding billing, service, installation, equipment malfunctions, answering general inquiries, and receiving, or exchanging cable services equipment. Said customer service office shall be open for walk-in business Monday through Saturday during normal business hours.

Section 6.2 - TELEPHONE ACCESS

Licensee shall have available trained customer service personnel to receive and log service calls and complaints twenty-four hours per day, seven days a week. Licensee shall comply with the FCC standards regarding response to customer phone calls which standards are attached (**Schedule 6.2**) and made a part hereof.

Section 6.3 - INSTALLATIONS, OUTAGES AND SERVICE CALLS

Licensee shall comply with the FCC Customer Service Obligations, codified at 47 CFR 76.309, as they may hereafter be amended, a copy of which is attached as **Schedule 6.2**, which shall be a part of this License.

Section 6.4 - INSTALLATION

Licensee shall make a good faith effort to respond to all requests for aerial installation within seven (7) days of such request, or at such other time as is mutually agreed upon by Licensee and said Subscriber. Underground installation shall be completed as expeditiously as is practicable. If arranging appointments for installation, Licensee shall specify in advance whether such will occur in the morning or afternoon, or a narrower interval, if possible, and will make reasonable efforts to install at times convenient to Subscribers (including times other than 9:00 AM to 5:00 PM weekdays).

Section 6.5 - PARENTAL CONTROL

Upon request, the Licensee shall provide Subscribers for lease a Converter or other device which Subscribers can use to prohibit viewing of a particular Cable Service during periods of time selected by the Subscriber.

Section 6.6 - BILLING AND TERMINATION PROCEDURES

Licensee will comply with the regulations of the Division, 207 CMR 10.00 et. seq. (see **Schedule 6.6**), as those regulations may be amended from time to time, and will inform all prospective Subscribers of complete information about rates and charges for different levels of services and service calls, billing and collection procedures, procedures for ordering changes in or termination of services, and refund policies, before consummation of any agreement for installation of service. (See **Schedule 6.2** attached hereto.)

Section 6.7 - VOLUNTARY DISCONNECTION OF SERVICE

Subscribers who request full disconnection of cable service shall not be responsible for further charges for such service upon actual termination of service, pursuant to applicable law.

Licensee shall make a good faith effort to disconnect service as soon as possible after requested to do so by a Subscriber.

Section 6.8 - BILLING DISPUTES

In the event of a bona fide billing dispute, Licensee will resolve each dispute within thirty (30) working days of receiving notification from the Subscriber. The Subscriber shall be responsible for paying only that portion of the bill that is not in dispute. In no event shall Licensee disconnect or assess a late payment charge from the Subscriber for failure to pay bona fide disputed bills, or portions thereof, upon notice of said dispute.

Section 6.9 - PROTECTION OF SUBSCRIBER PRIVACY

(a) Licensee shall comply with all privacy provisions contained all applicable federal and state laws including, but not limited to, the provisions of Section 631 of the Cable Act.

(b) Licensee shall be responsible for carrying out and enforcing the Cable System's privacy policy, and shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personal Subscriber information is handled and protected strictly in accordance with this policy.

Section 6.10 - PRIVACY WRITTEN NOTICE

Pursuant to Section 631(a)(1) of the Cable Act, at the time of entering into an agreement to provide any Cable Service to a Subscriber, and annually thereafter to all Cable System Subscribers. Licensee shall provide Subscribers with written notice, as required by Section 631(a)(1) of the Cable Act, which, at a minimum, clearly and conspicuously explains the Licensee's practices regarding the collection, retention, uses, and dissemination of personal Subscriber information, and describing the Licensee's policy for the protection of Subscriber privacy.

Section 6.11 - INFORMATION WITH RESPECT TO VIEWING HABITS AND SUBSCRIPTION DECISIONS

Except as permitted by Section 631 of the Cable Act or pursuant to an order by a court, neither the Licensee nor its agents nor its employees shall make available to any third party, including the Town, information concerning the viewing habits or subscription package decisions of any individual Subscriber.

Section 6.12 - MONITORING

Unless otherwise required by law or court order, neither the Licensee or its agents nor the Town or its agents shall tap or monitor, arrange for the tapping or monitoring, or permit any other person to tap or monitor, any cable, line, Signal, input device, or Subscriber Outlet or receiver for any purpose, without the prior written authorization of the affected Subscriber or User; provided, however, that Licensee may conduct system wide or individually addressed "sweeps" solely for the purpose of verifying Cable System integrity, checking for illegal taps, connections with Converters, controlling return-path transmission, or billing for Pay Cable Services or Pay-Per-View Services. Unless otherwise required by law or court order, Licensee shall report to the affected parties and the Issuing Authority any instances of monitoring or tapping of the Cable Communications System, or any part thereof, of which it has knowledge, whether or not such activity has been authorized by Licensee, other than as permitted herein. Licensee shall not record or retain any information transmitted between a Subscriber or User and any third party, except as required for lawful business purposes. Licensee shall destroy all Subscriber information of a personal nature when such information is no longer necessary for the Licensee's lawful business purposes, or as required by applicable state and/or federal law(s).

Section 6.13 - EMPLOYEE IDENTIFICATION CARDS

All of the Licensee's employees entering, or seeking entrance, upon private property, in connection with the construction, installation, maintenance and/or operation of the Cable System, including repair and sales personnel, shall be required to wear an employee identification card issued by the Licensee and bearing a picture of said employee.

Section 6.14 - NON-DISCRIMINATION

The Licensee shall adhere to all federal and State laws prohibiting discrimination in employment practices.

ARTICLE 7

LICENSE ADMINISTRATION

Section 7.1 - REGULATORY AUTHORITY

The Issuing Authority and/or its designee(s) shall be responsible for the day-to-day regulation of the Cable Communications System. The Issuing Authority shall monitor and enforce Licensee's compliance with the terms and conditions of this Renewal License. The Issuing Authority shall notify Licensee in writing of any instance of non-compliance and may direct that such non-compliance be corrected within thirty (30) days to the reasonable satisfaction of the Issuing Authority, unless a longer period is specified herein, or is mutually agreed upon by the Issuing Authority and Licensee.

Section 7.2 – INDEMNIFICATION

The Licensee shall, without charge to the Town, indemnify and hold harmless the Town, its officials, boards, commissions, committees, agents and/or employees against all claims for damages due to the actions of the Licensee, its employees, officers or agents arising out of the construction, installation, maintenance, operation, and/or removal of the Cable System under the Renewal License, including without limitation, damage to persons or property, both real and personal, caused by the maintenance, operation, and/or removal of any structure, equipment, wire or cable installed. The Town shall give the Licensee prompt written notice of any claim(s) for which indemnification is sought.

Section 7.3 – INSURANCE

(a) The Licensee shall carry insurance throughout the term of this Renewal License and any removal period pursuant to G.L.c. 166A, Section 5(f) with the Town as an additional named insured with an insurance company authorized to conduct business in Massachusetts satisfactory to the Issuing Authority indemnifying the Town and the Licensee from and against any and all claims

for injury or damage to persons or property, both real and personal, caused by the construction, installation, operation, maintenance or removal of its Cable System or cable-related activity. The amount of such insurance against liability for damage to property shall be no less than One Million Dollars (\$1,000,000) as to any one occurrence. The amount of such insurance for liability for injury or death to any person shall be no less than One Million Dollars (\$1,000,000). The amount of such insurance for excess liability shall be Five Million Dollars (\$5,000,000) in umbrella form. Policy will contain a provision that the Issuing Authority will receive thirty (30) days' written notice prior to any cancellation.

(b) The Licensee shall carry insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability in the amount of One Million Dollars (\$1,000,000). Policy will contain a provision that the Issuing Authority will receive thirty (30) days' written notice prior to any cancellation.

(c) All insurance coverage, including Workers' Compensation, shall be maintained throughout the period of this Renewal License. All expenses incurred for said insurance shall be at the sole expense of the Licensee. Policy will contain a provision that the Issuing Authority will receive thirty (30) days' written notice prior to any cancellation.

(d) The Licensee shall provide Issuing Authority with certificate(s) of insurance for all policies required herein on an annual basis.

Section 7.4 - PERFORMANCE BOND

(a) The Licensee shall maintain at its sole cost and expense throughout the term of the Renewal License a faithful performance bond running to the Town, with good and sufficient surety licensed to do business in the State in the sum of Twenty-Five Thousand Dollars (\$25,000.00). Said bond shall be conditioned upon the faithful performance and discharge of all of the obligations imposed by this Renewal License.

(b) The performance bond shall be effective throughout the term of the Renewal License, including the time for removal of all of the facilities provided for herein, and shall be conditioned that in the

event that the Licensee shall fail to comply with any one or more provisions of this Renewal License, the Town shall recover from the surety of such bond all damages suffered by the Town as a result thereof, pursuant to the provisions of Sections 7.5 and 7.6 infra.

(c) Said bond shall be a continuing obligation of the Renewal License, and thereafter until the Licensee has satisfied all of its obligations to the Town that may have arisen from the grant of the Renewal License or from the exercise of any privilege herein granted. In the event that the Town recovers from said surety, the Licensee shall take immediate steps to reinstate the performance bond to the appropriate amount required herein. Neither this section, any bond accepted pursuant thereto, or any damages recovered thereunder shall limit the liability of the Licensee under the Renewal License.

Section 7.5---DETERMINATION OF BREACH

In the event that the Issuing Authority has reason to believe that the Licensee has defaulted in the performance of any or several provisions of the Renewal License, except as excused by Force Majeure, the Issuing Authority shall notify the Licensee in writing, in accordance with Section 8.6 infra, by certified mail, of the provision or provisions which the Issuing Authority believes may have been in default and the details relating thereto. The Licensee shall have thirty (30) days from the receipt of such notice to:

(a) respond to the Issuing Authority in writing, contesting the Issuing Authority's assertion of default and providing such information or documentation as may be necessary to support the Licensee's position; or

(b) cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot be cured within such thirty (30) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured. The Licensee shall report to the Issuing Authority, in writing, by certified mail, at twenty-one (21) day intervals as to the Licensee's efforts, indicating the steps taken by the Licensee to cure said default and reporting the Licensee's progress until such default is cured.

(c) In the event that the Licensee fails to respond to such notice of default and to cure the default or to take reasonable steps to cure the default within the required thirty (30) day period, the Issuing Authority or its designee shall promptly schedule a public hearing no sooner than twenty-one (21) days after written notice, by certified mail, to the Licensee. The Licensee shall be provided reasonable opportunity to offer evidence and be heard at such public hearing. Within thirty (30) days after said

public hearing, the Issuing Authority shall determine whether or not the Licensee is in default of any provision of the Renewal License. In the event that the Issuing Authority, after such hearings, determines that the Licensee is in such default, the Issuing Authority may determine to pursue any of the following remedies:

- (i) Seek specific performance of any provision in the Renewal License that reasonably lends itself to such remedy as an alternative to damages;
- (ii) Commence an action at law for monetary damages;
- (iii) Foreclose on all or any appropriate part of the security provided pursuant to Section 7.4 herein;
- (iv) Declare the Renewal License to be revoked subject to the General Laws of the Commonwealth of Massachusetts;
- (v) Invoke any other lawful remedy available to the Town.

(d) In the event that (i) the Issuing Authority fails to issue a written reply within 30 days accepting or rejecting Licensees' response pursuant to 7.5(a); (ii) the Issuing Authority fails to issue a written acknowledgement after Licensee's notice that it cured said default pursuant to 7.5(b) above; and/or (iii) the Issuing Authority fails to schedule a public hearing no later than thirty (30) days of having sent a written notice consistent with Section 7.5(c) above and/or (iv) the Issuing authority fails to issue a written determination with thirty (30) days after the public hearing pursuant to Section 7.5(d), then the issue of said default against the Licensee by the Issuing Authority shall be considered null and void.

Section 7.6---LIQUIDATED DAMAGES

(a) For the violation of any of the following provisions of the Renewal License, liquidated damages shall be paid by the Licensee to the Issuing Authority, subject to Section 7.5 above. Any such liquidated damages shall be assessed as of the date that the Licensee received written notice, by certified mail, of the provision or provisions which the Issuing Authority believes are in default, provided that the Issuing Authority made a determination of default pursuant to Section 7.5(c) above.

(1) For failure, in the normal course of business, to comply with the FCC Customer Service Obligations, codified at 47 CFR 76.309 Fifty Dollars (\$50.00) per day, for each day that any such non-compliance continues.

(b) Such liquidated damages shall not be a limitation upon, any other provisions of the Renewal License and applicable law, including revocation, or any other statutorily or judicially imposed penalties or remedies.

(c) The Licensee agrees that said foregoing amounts are liquidated damages, not a penalty or forfeiture, and are within one or more exclusions to the term "franchise fee" provided by Section 622(g)(2)(A)-(D) of the Cable Act.

Section 7.7 - PERFORMANCE EVALUATION HEARING

The Issuing Authority may, at its discretion but not more than once a year, hold a performance evaluation hearing on or about the anniversary of the Effective Date of this License. All such evaluation sessions shall be open to the public. The purpose of said evaluation hearing shall be to, among other things, review Licensee's compliance with the terms and conditions of this License, and hear comments, suggestions or complaints from the public. The Issuing Authority shall provide the Licensee with thirty (30) days, advance written notice of such performance evaluation session. The Issuing Authority shall have the right to question Licensee on any aspect concerning compliance with the construction, installation, operation or maintenance of the Cable Communications System. During review and evaluation by the Issuing Authority, Licensee shall fully cooperate with the Issuing Authority or its designee, and produce such documents or other materials relevant to such review and evaluation as are reasonably requested by the Town, and which are not considered proprietary by Licensee. Any Subscriber or other Person may submit comments during such review hearing, either orally or in writing, and such comments shall be duly considered by the Issuing Authority. Within sixty (60) days after the conclusion of such review hearing, the Issuing Authority shall issue a written report with respect to the Licensee's compliance, and send one (1) copy to the Licensee and file one (1) copy with the Town Clerk's Office. If noncompliance is found which could result in a violation of any of the provisions of the Renewal License, the Licensee shall respond and propose a plan for implementing any changes or improvements necessary, pursuant to Section 7.5 supra. Said report shall report on the Licensee's compliance to the terms and conditions of this Renewal License, as well.

Section 7.8 NO WAIVER-CUMULATIVE REMEDIES

Subject to Section 626(d) of the Cable Act, no failure on the part of the Issuing Authority, the Town or the Licensee to exercise, and no delay in exercising, any right in the Renewal License shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other right, all subject to the conditions and limitations contained in the Renewal License.

Section 7.9 - LICENSE FEE ENTITLEMENT

(a) Subject to M.G.L 166A, Section 9, Licensee shall pay, on or before March 15th of each year, to the Issuing Authority an annual License Fee in the amount of fifty cents (\$.50) per Subscriber per year, or such higher amount as may be permitted by applicable law(s).

(b) The Licensee shall not be liable for a total financial commitment pursuant to this Renewal License and applicable law in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) shall include any License Fee payable to the Town, the State, the FCC, and/or the annual operating payments to the Access Corporation pursuant to Section 5.1 supra; and provided, further, that said five percent (5%) shall not include the following: (i) PEG Access facilities and equipment funding under Section 5.1(c); (ii) the one-time technology payment under Section 5.3(k); (iii) any interest due herein to the Town and/or the Access Corporation because of late payments and/or (iv) any payments, expenses, or replenishment of the Performance Bond made to cure any deficiencies and/or to reimburse the Town pursuant to Sections 7.4, 7.5 or 7.6 herein.

Section 7.10 - SUBSCRIBER AND USER COMPLAINTS

To the extent required by 207 CMR 10 et. seq., Licensee shall keep all written as well as a record of verbal complaints it receives on file in accordance with applicable state regulations.

Section 7.11 - SUBSCRIBER COMPLAINT REPORT

To the extent required by G.L.c. 166A, Section 10, and 207 CMR 7.03, Licensee shall notify the Issuing Authority, on forms prescribed by the Division, of complaints of Subscribers

received during the reporting period and the manner in which the complaints have been met, including the time required to make any necessary repairs or adjustments. Should the Division eliminate complaint-reporting procedures, Licensee shall develop a similar form of complaint reporting.

Section 7.12 - INDIVIDUAL COMPLAINT REPORTS

Upon the written request of the Issuing Authority or its designee(s), and subject to applicable privacy laws, the Licensee shall, within fourteen (14) business days after receiving such request, send a written report to the Issuing Authority with respect to any Complaint. Such report shall provide a full explanation of the investigation, finding and corrective steps taken by the Licensee.

Section 7.13 – TECHNICAL PERFORMANCE TESTS

The Licensee shall comply with all FCC Technical Standard regarding performance tests.

Section 7.14 - QUALITY OF SERVICE

Where there exists credible evidence which, in the reasonable judgment of the Issuing Authority casts doubt upon the reliability or technical quality of Cable Service(s) on the Subscriber Network, after notice to Licensee and an opportunity to cure, the Issuing Authority shall have the right and authority to require Licensee to test, analyze and report on the performance of the Cable System. Licensee shall fully cooperate with the Issuing Authority in performing such testing. The Issuing Authority shall cite facts upon which such doubts are based, in a written notice to the Licensee. The Licensee shall fully cooperate with the Issuing Authority in performing such testing and shall provide the results in a written report, if requested, within thirty (30) days after notice for the same.

Section 7.15 - SERVICE INTERRUPTION REPORT

To the extent required by 207 CMR 10 et. seq., Licensee shall submit, on a form prescribed by the Division, a list of all significant service interruptions. Said report shall be submitted along with the Subscriber Complaint Report required in Section 7.10 herein.

Section 7.16 - FINANCIAL REPORTS

No later than one hundred twenty (120) days after the end of the Licensee's fiscal year, the Licensee shall furnish the Issuing Authority and/or its designee(s) with Cable Division Forms 200 and 400 showing a balance sheet sworn to by an authorized financial representative of the Licensee. Said forms shall contain such financial information as required by applicable law.

Section 7.17 - REVOCATION OF RENEWAL LICENSE

This License may be revoked by the Issuing Authority, to the extent permitted by law. Any such revocations of this License shall be ordered after a public hearing by the Issuing Authority subject to the appeals provisions of M.G.L. c. 166A, Section 4, or any other rights available to the Licensee. To the extent permitted by applicable law and subject to the provisions of Section 7.5 supra, in the event that the Licensee fails to comply with any material provision of the Renewal License, the Issuing Authority may revoke the Renewal License granted herein.

Section 7.18 - NOTICE AND OPPORTUNITY TO CURE

Prior to instituting any action against the Licensee under either Section 7.4 (Performance Bond) or Section 7.5 (Revocation of License), the Issuing Authority shall notify the Licensee in writing of specific failure and shall give the Licensee thirty (30) days, or such longer time as may be granted by the Issuing Authority in its reasonable discretion, in which to rectify such failure and

shall not proceed further if the matter is resolved to the reasonable satisfaction of the Issuing Authority within the specified time period.

Section 7.19 - CABLE ADVISORY COMMITTEE

The Issuing Authority may appoint, or continue the existing Cable Advisory Committee and delegate to it such functions as are lawful and customary and Licensee shall exercise diligent efforts to meet with the Cable Advisory Committee consistent with the Committee's lawful delegation.

ARTICLE 8
GENERAL PROVISIONS

Section 8.1 - LICENSE AS CONTRACT UNDER SEAL

Upon its execution by the Issuing Authority and Licensee this License shall be deemed to constitute a contract under seal by and between Licensee, on the one hand, and the Town of Ashland, on the other hand.

Section 8.2 - ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed orally but only by instrument in writing executed by the parties.

Section 8.3 - CAPTIONS

The captions to sections throughout this License are intended solely to facilitate reading and reference to the sections and provisions of this License. Such captions shall not affect the meaning or interpretation of this License.

Section 8.4 - SEVERABILITY

If any section, sentence, paragraph, term or provision of this License is determined to be illegal, invalid or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory agency having jurisdiction thereof, such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision thereof, all of which shall remain in full force and effect for the term of this License.

Section 8.5 - FORCE MAJEURE

If for any reason of force majeure either party is unable in whole or in part to carry out its obligations hereunder, said party shall not be deemed in violation or default during the continuance of such inability. The term "force majeure" as used herein shall have the following meaning: strikes; acts of God; acts of public enemies, orders of any kind of the government of the United States of America or of the Commonwealth of Massachusetts or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots, epidemics; landslides; lightning; earthquakes; fires, hurricanes; volcanic activity; storms; floods; washouts; droughts; arrests; civil disturbances; explosions; environmental condition; or the unavailability of essential equipment, services and/or materials, partial or entire failure of utilities; or any other cause or event beyond the control of either party.

Section 8.6 - NOTICES

Every notice to be served upon the Issuing Authority shall be delivered, or sent by certified mail (postage prepaid) or overnight courier to Attn: Board of Selectmen, Town Hall, 101 Main Street, Ashland, MA 01721, or such other address as the Issuing Authority may specify in writing to the Licensee. Every notice served upon the Licensee shall be delivered, or sent by certified mail (postage prepaid) or overnight courier to 1500 Market Street, Philadelphia, PA 19102 Attn: Government Affairs Department and the Vice President of Government Relations, Comcast, 676 Island Pond Road, Manchester, NH, 03109, with one copy to the Director of Government Relations, Comcast, 28 Travis Street, Boston, MA 02134, or such other address as the Licensee may specify in writing to the Issuing Authority.

Section 8.7 - REMOVAL OF ANTENNAS

Licensee shall not remove any television antenna of any Subscriber but shall, offer, at a cost in accordance with applicable law and regulations, to said Subscriber an adequate switching device

to allow said Subscriber to choose between Cable Service and non-satellite and non-cable television reception.

Section 8.8 - SUBSCRIBER TELEVISION SETS

The Licensee shall not engage directly or indirectly in the business of selling or repairing television or radio sets, subject to applicable law; provided, however, that Licensee may make adjustments to television sets in the course of normal maintenance.

Section 8.9 – VENUE

Jurisdiction and venue over any dispute, action or suit shall be in any court of appropriate venue and subject matter jurisdiction located in the Commonwealth of Massachusetts and the parties by the instrument subject themselves to the personal jurisdiction of said court for the entry of any such judgment and for the resolution of any dispute, action, or suit.

WITNESS OUR HANDS AND OFFICIAL SEALS, THIS _____ DAY OF
JULY 2004.

Approved as to form:

TOWN OF ASHLAND

By:

William August, Esq.
for the Town of Ashland

Selectman

Selectman

Selectman

Selectman

Selectman

This License is hereby Accepted by:

Comcast of Southern New England, Inc.:

Kevin Casey
Senior Vice President, New England Region

TABLE OF SCHEDULES

- Schedule 4.1 Initial Rates
- Schedule 4.3 Broad Categories of Programming
- Schedule 4.4 Initial Program Services
- Schedule 5.1(e) PEG Access Equipment
- Schedule 5.4 Institutional Network
- Schedule 6.2 Customer Service Obligations
- Schedule 6.6 Billing and Termination Regulations

Schedule 4.1

Initial Rates

Schedule 4.3

Broad Categories of Programming

Town needs to provide list of broad categories of programming for review by Comcast and further discussion.

The Licensee shall provide the following broad categories of Programming:

- + News Programming;
- + Sports Programming;
- + Public Affairs Programming;
- + Children's Programming
- + Local Programming

Schedule 4.4

Initial Program Services

Attached

Schedule 5.1(e)

PEG Access Equipment

Schedule 5.4

I-Net

Public School Buildings:

WARREN SCHOOL	73 FRUIT ST.
HIGH SCHOOL	RT.135\W UNION ST
MINDESS MIDDLE	90 CONCORD ST.
PITTAWAY SCHOOL	CENTRAL STREET

Municipal Buildings and other locations:

FIRE DEPT.	MAIN ST.
LIBRARY	66 FRONT ST.
POLICE DEPT.	137 MAIN ST.
ASHLAND ACCESS STUDIO	W.UNION ST. H/S
TOWN HALL	101 MAIN ST.
FIRE DEPT.	70 CEDAR ST.
HISTORICAL COMM.	MYRTLE ST.
HIGHWAY DEPT.	PONDEROSA RD.
NEW REC.CENTER	W.UNION ST.

Schedule 6.2

Customer Service Obligations

FCC CUSTOMER SERVICE OBLIGATIONS

TITLE 47--TELECOMMUNICATION

CHAPTER I--FEDERAL COMMUNICATIONS COMMISSION

PART 76--CABLE TELEVISION SERVICE

Subpart H--General Operating Requirements

Sec. 76.309 Customer Service Obligations

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (c) of this section against cable operators. The franchise authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards.

(b) Nothing in this rule should be construed to prevent or prohibit:

(1) A franchising authority and a cable operator from agreeing to customer service requirements that exceed the standards set forth in paragraph (c) of this section;

(2) A franchising authority from enforcing, through the end of the franchise term, pre-existing customer service requirements that exceed the standards set forth in paragraph (c) of this section and are contained in current franchise agreements;

(3) Any State or any franchising authority from enacting or enforcing any consumer protection law, to the extent not specifically preempted herein; or

(4) The establishment or enforcement of any State or municipal law or regulation concerning customer service that imposes customer service requirements that exceed, or address matters not addressed by the standards set forth in paragraph (c) of this section.

(c) Effective July 1, 1993, a cable operator shall be subject to the following customer service standards:

(1) Cable system office hours and telephone availability--

(i) The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.

(A) Trained company representatives will be available to respond to

customer telephone inquiries during normal business hours.

(B) After normal business hours, the access line may be answered by a service or an automated response system, including an answering Machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

(ii) Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

(iii) The operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

(iv) Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.

(v) Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

(2) Installations, outages and service calls. Under normal operating conditions, each of the following four standards will be met no less than ninety-five (95) percent of the time measured on a quarterly basis:

(i) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those that are located up to 125 feet from the existing distribution system.

(ii) Excluding conditions beyond the control of the operator, the cable operator will begin working on "service interruptions" promptly and in no event later than 24 hours after the interruption becomes Known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.

(iii) The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (The operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

(iv) An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(v) If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time that is convenient for the customer.

(3) Communications between cable operators and cable subscribers--

(i) Notifications to subscribers--

(A) The cable operator shall provide written information on each of the following areas at the time of installation of service, at least annually to all subscribers, and at any time upon request:

(1) Products and services offered;

(2) Prices and options for programming services and conditions of subscription to programming and other services;

(3) Installation and service maintenance policies;

(4) Instructions on how to use the cable service;

(5) Channel positions programming carried on the system; and,

(6) Billing and complaint procedures, including the address and telephone number of the local franchise authority's cable office.

(B) Customers will be notified of any changes in rates, programming services or channel positions as soon as possible in writing. Notice must be given to subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the cable operator. In addition, the cable operator shall notify subscribers thirty (30) days in advance of any significant changes in the other information required by paragraph (c)(3)(i)(A) of this section. Notwithstanding any other provision of Part 76, a cable operator shall not be required to provide prior notice of any rate change that is the result of a regulatory fee, franchise fee, or any other fee, tax, assessment, or charge of any kind imposed by any Federal agency, State, or franchising authority on the transaction between the operator and the subscriber.

(ii) Billing--

(A) Bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

(B) In case of a billing dispute, the cable operator must respond to a written complaint from a subscriber within 30 days.

(iii) Refunds--Refund checks will be issued promptly, but no later than either--

(A) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

(B) The return of the equipment supplied by the cable operator if service is terminated.

(iv) Credits--Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

(4) Definitions--

(i) Normal business hours--The term "normal business hours" means those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some

weekend hours.

(ii) Normal operating conditions--The term "normal operating conditions" means those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

(iii) Service interruption--The term "service interruption" means the loss of picture or sound on one or more cable channels.

Schedule 6.6

Billing and Termination Regulations

207 CMR 10.00

BILLING AND TERMINATION OF SERVICE

10.01: Billing Practices Notice

- (1) Every cable television operator shall give written notice of its billing practices to potential subscribers before a subscription agreement is reached. Such notice shall include practices relating to the frequency and timing of bills, payment requirements necessary to avoid account delinquency, billing dispute resolution procedures and late payment penalties.
- (2) A copy of the cable television operator's billing practices notice, work order and sample subscriber bill shall be filed by March 15th of each year with the Commission, the issuing authority, and the company's local office, where they shall be available for public inspection. If an operator amends its billing practices notice, work order or subscriber bill after submitting the annual filing, it shall file copies of the amendments with the Commission, the issuing authority and the company's local office.
- (3) At least 30 days prior to implementing a change of one of its billing practices, the cable television operator shall notify in writing the Commission, the issuing authority and all affected subscribers of the change and include a description of the changed practice.
- (4) Statements about billing practices in work orders, marketing, materials and other documents shall be consistent with the billing practices notice.

10.02: Services, Rates and Charges Notice

- (1) The cable television operator shall give notice of its services, rates and charges to potential subscribers before a subscription agreement is reached.
- (2) At least 30 days prior to implementing an increase in one of its rates or charges or a substantial change in the number or type of programming services, the operator shall notify, in writing, the Commission, the issuing authority and all affected subscribers of the change and include a description of the increased rate or charge. The notice shall list the old and new rate or charge and, if applicable, the old and new programming services provided.
- (3) Every cable television operator shall fully disclose in writing all of its programming services and rates, upon request from a subscriber.
- (4) Every cable television operator shall fully disclose in writing all of its charges for installation, disconnection, downgrades and upgrades, reconnection, additional outlets, and rental, purchase and/or replacement due to damage or theft of equipment or devices used in relation to cable services, upon request from a subscriber.

- (5) Every cable television operator shall provide written notice of the charge, if any, for service visits and under what circumstances such charge will be imposed, upon request from a subscriber.
- (6) A copy of the cable operator's programming services, rates and charges shall be filed by March 15th of each year with the Commission, the issuing authority and the company's local office where it shall be made available for public inspection. If an operator amends its notice after the annual filing, it shall file a copy of the amendment with the Commission, the issuing authority and the company's local office.
- (7) A cable operator shall not charge a subscriber for any service or equipment that the subscriber has not affirmatively requested by name. This provision, however, shall not preclude the addition or deletion of a specific program from a service offering, the addition or deletion of specific channels from an existing tier of service, or the restructuring or division of existing tiers of service that do not result in a fundamental change in the nature of an existing service or tier of service.

10.03: Form of Bill

- (1) The bill shall contain the following information in clear, concise and understandable language and format:
 - (a) The name, local address and telephone number of the cable television operator. The telephone number shall be displayed in a conspicuous location on the bill and shall be accompanied by a statement that the subscriber may call this number with any questions or complaints about the bill or to obtain a description of the subscriber's rights under 207 CMR 10.07 in the event of a billing dispute;
 - (b) the period of time over which each chargeable service is billed including prorated periods as a result of establishment and termination of service;
 - (c) the dates on which individually chargeable services were rendered or any applicable credits were applied;
 - (d) separate itemization of each rate or charge levied or credit applied, including, but not be limited to, basic, premium service and equipment charges, as well as any unit, pay-per-view or per item charges;
 - (e) the amount of the bill for the current billing period, separate from any prior balance due;
 - (f) The date on which payment is due from the subscriber.
- (2) Cable operators may identify as a separate line item of each regular subscriber bill the following:
 - (a) The amount of the total bill assessed as a franchise fee and the identity of the franchising authority to whom the fee is paid;
 - (b) The amount of the total bill assessed to satisfy any requirements imposed on the cable operator by the franchise agreement to support public, educational, or governmental channels or the use of such channels;
 - (c) The amount of any other fee, tax, assessment, or charge of any kind imposed by any governmental authority on the transaction between the operator and the subscriber. In order for a governmental fee or assessment to be separately identified under 207 CMR 10.03, it must be directly imposed by a governmental body on a transaction between a subscriber and an operator.

- (3) All itemized costs shall be direct and verifiable. Each cable operator shall maintain a document in its public file which shall be available upon request, that provides the accounting justification for all itemized costs appearing on the bill.

10.04: Advance Billing and Issuance of Bill

- (1) In the absence of a license provision further limiting the period of advance billing, a cable operator may, under uniform nondiscriminatory terms and conditions, require payment not more than two months prior to the last day of a service period.
- (2) A cable subscriber may voluntarily offer and a cable operator may accept advance payments for periods greater than two months.
- (3) Upon request, a cable television operator shall provide subscribers with a written statement of account for each billing period and a final bill at the time of disconnection.

10.05: Billing Due Dates, Delinquency, Late Charges and Termination of Service

- (1) Subscriber payment is due on the due date marked on the bill, which shall be a date certain and in no case a statement that the bill is due upon receipt. The due date shall not be less than five business days following the mailing date of the bill.
- (2) A subscriber account shall not be considered delinquent unless payment has not been received by the company at least 30 days after the bill due date.
- (3) The following provisions shall apply to the imposition of late charges on subscribers:
 - (a) A cable television operator shall not impose a late charge on a subscriber unless a subscriber is delinquent, the operator has given the subscriber a written late charge notice in a clear and conspicuous manner, and the subscriber has been given at least eight business days from the date of delinquency to pay the balance due.
 - (b) A charge of not more than 5 percent of the balance due may be imposed as a one-time late charge.
 - (c) No late charge may be assessed on the amount of a bill in dispute.
- (4) A cable television operator shall not terminate a subscriber's service unless the subscriber is delinquent, the cable operator has given the subscriber a separate written notice of termination in a clear and conspicuous manner, and the subscriber has been given at least eight business days from the mailing of the notice of termination to pay the balance due. A notice of termination shall not be mailed to subscribers until after the date of delinquency.
- (5) A cable television operator shall not assess a late charge on a bill or discontinue a subscriber's cable television service solely because of the nonpayment of the disputed portion of a bill during the period established by 207 CMR 10.07 for registration of a complaint with the operator or during the process of a dispute resolution mechanism recognized under 207 CMR 10.07.
- (6) Any charge for returned checks shall be reasonably related to the costs incurred by the cable company in processing such checks.

10.06: Charges for Disconnection or Downgrading of Service

- (1) A cable television operator may impose a charge reasonably related to the cost incurred for a downgrade of service, except that no such charge may be imposed when:

- (a) A subscriber requests total disconnection from cable service; or
- (b) A subscriber requests the downgrade within the 30 day period following the notice of a rate increase or a substantial change in the number or type of programming services relative to the service (s) in question.
- (2) If a subscriber requests disconnection from cable television service prior to the effective date of an increase in rates, the subscriber shall not be charged the increased rate if the cable television operator fails to disconnect service prior to the effective date. Any subscriber who has paid in advance for the next billing period and who requests disconnection from service shall receive a prorated refund of any amounts paid in advance.

10.07: Billing Disputes

- (1) Every cable television operator shall establish procedures for prompt investigation of any billing dispute registered by a subscriber. The procedure shall provide at least 30 days from the due date of the bill for the subscriber to register a complaint. The cable television operator shall notify the subscriber of the result of its investigation and give an explanation for its decision within 30 working days of receipt of the complaint.
- (2) The subscriber shall forfeit any rights under 207 CMR 10.07 if he or she fails to pay the undisputed balance within 30 days.
- (3) Any subscriber in disagreement with the results of the cable television operator's investigation shall promptly inquire about and take advantage of any complaint resolution mechanism, formal or informal, available under the license or through the issuing authority before the Commission may accept a petition filed under 207 CMR 10.07(4).
- (4) The subscriber or the cable television operator may petition the Commission to resolve disputed matters within 30 days of any final action. Final action under 207 CMR 10.07(3) shall be deemed to have occurred 30 days after the filing of a complaint.
- (5) Upon receipt of a petition, the Commission may proceed to resolve the dispute if all parties agree to submit the dispute to the Commission and be bound by the Commission's decision and the Commission obtains a statement signed by the parties indicating that agreement. In resolving the dispute, the Commission may receive either written or oral statements from the parties, and may conduct its own investigation. The Commission shall then issue a decision based on the record and the parties shall receive written notification of the decision and a statement of reasons therefor.

10.08: Security Deposits

- (1) A cable operator shall not require from any cable subscriber a security deposit for converters or other equipment in excess of the cost of the equipment.
- (2) The cable operator shall pay interest to the cable subscriber at a rate of 7% per year for any deposit held for six months or more, and such interest shall accrue from the date the deposit is made by the cable subscriber. Interest shall be paid annually by the cable operator to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.
- (3) Within 30 days after the return of the converter or other equipment, the cable operator shall return the security deposit plus any accrued interest to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.